

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B8400311

PRINT DATE: 04/05/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

KARETAS FOODS LLC
1012 TUCKERTON COURT

READING, PA 19605
(610)926-3663

REFER QUESTIONS TO:

KIMBERLY HACKETT
(410)767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB: 001IT820748

EXPR DATE: 01/31/21
POST DATE: 01/22/18

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT FOR *
|
GROCERY PRODUCTS AND RELATED ITEMS
|
*

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

CONTRACT TERMS: THIS IS A THREE (3) YEAR CONTRACT.
THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS WITH THE SAME TERMS AND CONDITIONS.

CONTRACT PERIOD: FEBRUARY 1, 2018 - JANUARY 31, 2021
OPTION YEAR 1: FEBRUARY 1, 2021 - JANUARY 31, 2022
OPTION YEAR 2: FEBRUARY 1, 2022 - JANUARY 31, 2023

VENDOR NAME: KARETAS FOODS, LLC

VENDOR CONTACT: WAYNE SODY

TELEPHONE: 410-344-9106

VENDOR EMAIL ADDRESS: WAYNESODY@COMCAST.NET

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TERMS (cont'd):

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

QUOTED PRICES ARE TO BE NET THIRTY (30) DAYS F.O.B. TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR GROCERY PRODUCTS AND OTHER RELATED ITEMS.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

QUANTITIES SHOWN ARE FOR A ONE (1) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD. CONTRACTORS MUST ACCEPT ORDERS FROM ALL STATE FACILITIES REGARDLESS OF ORDER AMOUNT. THE CONTRACTOR WILL NOT BE ENTITLED TO A CHANGE IN CONTRACT PRICING IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THE SOLICITATION. IF AN ORDERING AGENCY MAKES A REQUEST FOR ITEMS THAT ARE NOT ON THE CONTRACT, VENDOR IS ADVISED NOT TO FILL UNLESS CONSENT IS RECEIVED FROM THE PROCUREMENT OFFICER. REQUESTS MUST BE MADE IN WRITING.

PRICE ESCALATION:

PRICES MAY BE ADJUSTED NINETY (90) DAYS AFTER CONTRACT AWARD. REQUESTS FOR PRICE ADJUSTMENTS MUST BE RECEIVED IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE REQUESTED DATE OF INCREASE. THE REQUEST MUST BE RECEIVED AT LEAST THIRTY (30) DAYS PRIOR TO THE EFFECTIVE DATE AND SHALL BECOME EFFECTIVE ON THE FIRST (1ST) DAY OF THE MONTH, UPON APPROVAL BY THE PROCUREMENT OFFICER. ONCE A PRICE INCREASE HAS BEEN GRANTED, NO FURTHER INCREASES SHALL BE CONSIDERED FOR NINETY (90) DAYS. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE PROCUREMENT OFFICER.

A REQUEST FOR PRICE INCREASE SHALL REFLECT THE COMMODITY MARKET

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TERMS (cont'd):

INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED.

A REQUEST FOR PRICE INCREASE SHALL REFLECT THE COMMODITY MARKET INCREASE ONLY, AND MAY BE APPROVED BASED UPON VERIFIABLE EVIDENCE THAT THE SUPPLIER COST HAS INCREASED.

THE PRICE INCREASE ON ALL PRODUCTS WILL BE BASED ON THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS) PRODUCER PRICE INDEX (PPI), NOT SEASONALLY ADJUSTED FOR PROCESSED FOODS AND FEEDS. THIS CAN BE FOUND AT [HTTPS://WWW.BLS.GOV/PPI/DATA.HTM](https://www.bls.gov/ppi/data.htm). THE INCREASE WILL BE BASED ON THE MOST RECENT SIX-MONTH STATISTICS AVAILABLE ON THE BLS WEBSITE AT THE TIME OF THE REQUEST BUT SHALL NOT EXCEED 3% FOR EACH SIX MONTH PERIOD.

THE CONTRACTOR WILL BE NOTIFIED IN WRITING OF THE EFFECTIVE DATE OF ANY APPROVED PRICE INCREASES. THE CONTRACTOR WILL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. THE STATE RESERVES THE RIGHT TO DENY A PRICE INCREASE, IN WHICH CASE, THE CONTRACT FOR THAT ITEM WILL BE CANCELLED IF REQUESTED BY THE VENDOR. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTORS'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED WILL BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

VENDOR IS REQUIRED TO COMPLY WITH ALL CONDITIONS AS OUTLINED IN REGULATIONS AND SPECIFICATIONS FOR GROCERY PRODUCTS AND RELATED ITEMS.

CASE/CONTAINER MUST BEAR USDA GRADE SEAL AND USDA CERTIFICATE MUST BE AVAILABLE UPON REQUEST. ALL OF THE GRADABLE ITEMS THAT ARE A PART OF THIS CONTRACT WILL BE SUBJECT TO PERIODIC USDA GRADING SERVICE INSPECTION. THIS INSPECTION, THE COST OF WHICH WILL BE PAID BY THE STATE OF MARYLAND, WILL BE CONDUCTED TO ASSURE THE SPECIFIED GRADE A, B OR C, GENERAL WHOLESOMENESS AND CONTAINER CONDITION.

ALL PRODUCTS SPECIFIED AS "KOSHER CERTIFIED" MUST COMPLY WITH ALL REQUIREMENTS OF KOSHER CERTIFICATION AND BE LABELED WITH THE CORRECT CERTIFICATION.

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TERMS (cont'd):

ALL PRODUCTS FURNISHED SHALL BE DATED WITH THE USE BY, SELL BY, BEST BY, EXPIRATION OR PRODUCTION DATE, PREFERABLY ON EACH INDIVIDUAL PRODUCT, BUT IN THE LEAST, EACH CASE. THESE DATES SHOULD BE CALENDAR DATES, NOT JULIAN DATES.

ALL CANS, JARS OR CARTONS MUST BE WELL FILLED. SLACK CONTAINERS ARE NOT ACCEPTABLE. REQUIREMENTS OF RECOMMENDED DRAINED WEIGHTS OR FILL WEIGHTS OR FILL WEIGHTS IN THE U.S. STANDARDS FOR GRADE WILL BE USED AT THE MINIMUM REQUIREMENTS. WHERE THE STATE OF MARYLAND SPECIFICATIONS SPECIFICALLY SHOW A MINIMUM, THE DRAINED WEIGHT SHOWN ON THE STATE'S SPECIFICATIONS TAKES PRECEDENCE.

VENDOR IS REQUIRED TO REPLACE OR CREDIT AGENCY FOR ANY DAMAGED PRODUCTS (DENTED OR LEAKING CANS, LEAKING PRODUCTS, ETC.) OR OTHERWISE UNUSABLE PRODUCT FOUND AFTER DELIVERY IF AGENCY HAS STORED PRODUCT IN A PRUDENT MANNER. ALL RETURNS, SUCH AS DENTED CANS, BROKEN CASES OR UNUSABLE PRODUCTS SHALL BE PICKED UP BY THE VENDOR WITHIN THIRTY (30) DAYS. AFTER THIRTY DAYS, THE AGENCY MAY DISCARD PRODUCT BUT THE AGENCY RETAINS THE RIGHT FOR REPLACEMENT, OR CREDIT WILL DEDUCTED FROM OPEN INVOICES.

SHELF LIFE:

- A) SIX (6) MONTHS- POWDERED MILK, DRIED FRUIT AND VEGETABLES, AND CRACKERS
- B) ONE (1) YEAR- CANNED, CONDENSED MEAT AND VEGETABLE SOUPS, CANNED FRUITS, FRUIT JUICE AND CANNED VEGETABLES, PEANUT BUTTER, JELLY AND NUTS
- C) ALL OTHER ITEMS MUST HAVE A SIXTY (60) DAY SHELF LIFE FROM THE TIME OF DELIVERY
- D) ALL PRODUCTS MUST BE FROM THE LATEST SEASON'S PACK AND HAVE A PACKAGING DATE OF NO LONGER THAN TWELVE (12) MONTHS BEFORE THE ACTUAL DELIVERY DATE TO ANY AGENCY

DELIVERY AND ACCEPTANCE:

MINIMUM ORDER ACCEPTABLE FOR CONTRACT PRICING IS \$200.00; AMOUNTS LESS WILL BE SHIPPED WITH FREIGHT CHARGES NOT TO EXCEED \$40.00 OR ACTUAL SHIPPING COSTS, WHICHEVER IS LESS, PREPAID AND ADDED TO THE INVOICE AS A SEPARATE LINE ITEM. NO ORDER ABOVE \$100.00 MAY BE REFUSED BY THE AWARDED VENDOR FROM ANY STATE OF MARYLAND FACILITY.

CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES. DELIVERIES SHALL BE MADE AS REQUIRED BY THE USING AGENCY, BUT NOT MORE THAN THIRTY (30) DAYS AFTER RECEIPT OF ORDER. ALL ORDERS WILL BE SHIPPED AND BILLED DIRECTLY TO EACH USING AGENCY. LIQUIDATED DAMAGES WILL BE CHARGED AT THE RATE OF \$50.00 PER

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TERMS (cont'd):

DAY FOR LATE AND NON-DELIVERY OF ANY ITEM IN THIS CONTRACT. LIQUIDATED DAMAGE CHARGES WILL BE IN ADDITION TO ANY OPEN MARKET PROCUREMENT COSTS INCURRED BY THE AGENCY TO OBTAIN REPLACEMENT PRODUCT(S). THE CHARGES WILL BE DEDUCTED FROM OPEN VENDOR INVOICES.

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

*****RECALL NOTIFICATION*****

THE CONTRACTOR WILL PROVIDE RECALL NOTIFICATION AS WELL AS DISCONTINUED ITEMS NOTIFICATION, REGARDLESS OF LEVEL, TO THE STATE AND EACH INSTITUTION THROUGH THE MOST EXPEDIENT METHOD POSSIBLE. THE NOTICES, AT A MINIMUM, SHALL INCLUDE A COMPLETE PRODUCT DESCRIPTION AND/OR IDENTIFICATION, CONTRACT NUMBER, DELIVERY ORDER NUMBER AND DISPOSITION INSTRUCTIONS. THE CONTRACTOR WILL ISSUE REPLACEMENT OF PRODUCT OR CREDIT FOR ANY PRODUCT REMOVED OR RECALLED. EACH FACILITY WILL HAVE THE OPTION OF ACCEPTING EITHER REPLACEMENT PRODUCT OR CREDIT IN EXCHANGE FOR RECALLED/REMOVED PRODUCTS.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # MDDGS31035583/001IT820748 INCORPORATED HEREIN BY REFERENCE.

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0001	39346-0642XX	CS	28.1500		
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GELATIN, ASSORTED CITRIC, DIETETIC, 18 PK. (YIELD 1 GAL/PK)

BRAND: _____ CASE/PACK: _____

BRAND/CODE: DIAMOND CRYSTAL #53604

18/2.75OZ

0002	39346-0643XX	CS	28.1500		
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GELATIN, ASSORTED RED, DIETETIC, 18 PK. (YIELD 1 GAL/PK)

BRAND: _____ CASE/PACK: _____

BRAND/CODE: DIAMOND CRYSTAL #53606

18/2.75OZ

0003	39346-1404XX	CS	29.0000		
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GELATIN, DESSERT, 6/4-1/2# PKGS/CASE

APPROVED GELATIN BRANDS: NABISCO ROYAL, GENERAL FOODS JELLO, LEGOUT, DIAMOND CRYSTAL, PLEEZING, CHAMPION AND SYSCO.

CHERRY, YIELD PER PACKAGE: _____ CASE/PACK: _____

BRAND/CODE: _____

BRAND/CODE: DIAMOND CRYSTAL #53693

4OZ SERVINGS PER PACK/ 6/4.5LB

0004	39346-1410XX	CS	27.0000		
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GELATIN, DESSERT, 6/4-1/2# PKGS/CASE

APPROVED GELATIN BRANDS: NABISCO ROYAL, GENERAL FOODS JELLO, LEGOUT, DIAMOND CRYSTAL, PLEEZING, DELMARK, CHAMPION AND SYSCO.

LEMON, YIELD PER PACKAGE: _____ CASE/PACK: _____

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BRAND/CODE: _____
BRAND/CODE: TOVA
4OZ SERVING PER PACK/ 6/4.5LB

0005	39346-1411XX	CS	27.0000	
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GELATIN, DESSERT, 6/4-1/2# PKGS/CASE

APPROVED GELATIN BRANDS: NABISCO ROYAL, GENERAL FOODS JELLO, LEGOUT,
DIAMOND CRYSTAL, PLEEZING, CHAMPION AND SYSCO.

LIME, YIELD PER PACKAGE: _____ CASE/PACK: _____
BRAND/CODE: _____
BRAND/CODE: TOVA
4OZ SERVING PER PACK/ 6/4.5LB

0006	39346-1413XX	CS	32.8000	
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GELATIN, DESSERT, 6/4-1/2# PKGS/CASE

APPROVED GELATIN BRANDS: NABISCO ROYAL, GENERAL FOODS JELLO, LEGOUT,
DIAMOND CRYSTAL, PLEEZING, CHAMPION AND SYSCO.

ORANGE, YIELD PER PACKAGE: _____ CASE/PACK: _____
BRAND/CODE: _____
BRAND/CODE: DIAMOND CRYSTAL #53701
4OZ SERVING PER PACK/ 6/4.5LB

0007	39346-1418XX	CS	27.0000	
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GELATIN, DESSERT, 6/4-1/2# PKGS/CASE

APPROVED GELATIN BRANDS: NABISCO ROYAL, GENERAL FOODS JELLO, LEGOUT,
DIAMOND CRYSTAL, PLEEZING, CHAMPION AND SYSCO.

RASPBERRY, YIELD PER PACKAGE: _____ CASE/PACK: _____
BRAND/CODE: _____

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BRAND/CODE: TOVA
4OZ SERVING PER PACK/ 6/4.5LB

0008	39346-421900	EA	27.0000	
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GELATIN DESSERTS, FLAVORED - TO BE PACKED IN MOISTURE PROOF CONTAINERS
STRAWBERRY, 4-1/2 LB/BOX - 6 BXS/CASE
STRAWBERRY
BRAND/CODE: TOVA
4OZ SERVING PER PACK/ 6/4.5LB

0009	39346-1450XX	EA	18.0000	
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PIE FILLINGS & PUDDINGS BUTTERSCOTCH X-CREAMY NO COOK S-FREE MIX PUDDING WITH
COLD MILK, SKIM 1%, 2% OF WHOLE
BRAND/CODE: TOVA
4OZ SERVING PER PACK; 12/24OZ

0010	39346-1456XX	CS	18.0000	
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PIE FILLING/PUDDING CHOC REG
BRAND/CODE: TOVA
4OZ SERVING PER PACK; 12/24OZ

0011	39346-1460XX	CS	18.0000	
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PIE FILLINGS & PUDDINGS, REGULAR COOKED TYPE, 6/4# PKGS/CASE
APPROVED PUDDING BRANDS: NABISCO ROYAL, GENERAL FOODS JELLO, LEGOUT,
DIAMOND CRYSTAL, PLEEZING, DELMARK AND SYSCO.

LEMON, YIELD PER PACKAGE: _____ CASE/PACK: _____
BRAND/CODE: _____
BRAND/CODE: TOVA

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4OZ SERVING PER PACK; 12/24OZ

0012	39346-1457XX	CS	18.0000	
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PIE FILLING & PUDDING VANILLA X-CREAMY NO COOK INSTANT REGULAR MIX PUDDING
W/WATER

BRAND/CODE: TOVA

4OZ SERVING PER PACK; 12/24OZ

0013	39346-1450XX	EA	20.0000	
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PIE FILLINGS & PUDDINGS BUTTERSCOTCH X-CREAMY NO COOK S-FREE MIX PUDDING WITH
COLD MILK, SKIM 1%, 2% OF WHOLE

BRAND/CODE: TOVA

4OZ SERVING PER PACK; 12/24OZ

0014	39346-1451XX	CS	23.9000	
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PIE FILLINGS & PUDDINGS CHOCOLATE X-CREAMY NO COOK S-FREE MIX PUDDING WITH
COLD MILK, SKIM 1%, 2% OF WHOLE

BRAND/CODE: TOVA

4OZ SERVING PER PACK; 6/20OZ

0015	39346-1453XX	CS	25.8500	
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PIE FILLING & PUDDING LEMON X-CREAMY NO COOK S-FREE MIX PUDDING W/COLD
MILK RECONSTITUTED DRY MILK, SKIM

BRAND/CODE: DIAMOND CRYSTAL #53049

4OZ SERVING PER PACK; 6/20OZ

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0016	39346-1455XX	CS	27.7500	
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PIE FILLING & PUDDING VANILLA X-CREAMY NO COOK S-FREE MIX PUDDING W/COLD MILK RECONSTITUTED DRY MILK, SKIM

BRAND/CODE: DIAMOND CRYSTAL #53091

4OZ SERVING PER PACK; 6/200Z

0017	39346-145422	DR	25.9000	
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PIE FILLER & PUDDING, CHOCOLATE CREAM INSTANT, NO COOK, ADD WATER NET WT 100LBS/DRUM

BRAND/CODE: DIAMOND CRYSTAL #53047

4OZ SERVING PER PACK; 12/28OZ

0018	39346-1457XX	CS	25.9000	
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PIE FILLING & PUDDING VANILLA X-CREAMY NO COOK INSTANT REGULAR MIX PUDDING W/WATER

BRAND/CODE: DIAMOND CRYSTAL #53051

4OZ SERVING PER PACK; 12/28OZ

0019	39346-560352	CS	20.9000	
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PUDDING, BUTTERSCOTCH, READY TO EAT, 6#10/CASE.

BRAND/CODE: PRINCIPAL

6/#10 CASE

0020	39346-560507	CS	19.3000	
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PUDDING, CHOCOLATE, READY TO EAT, 6#10/CASE.

BRAND/CODE: PRINCIPAL

6/#10 CASE

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0021	39346-553403	CS	23.5000	
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PUDDING, LEMON, READY TO EAT, 6#10/CASE.

BRAND/CODE: PRINCIPAL
6/#10 CASE

0022	39346-565104	CS	18.9900	
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PUDDING, VANILLA, READY TO EAT, 6#10/CASE.

BRAND/CODE: PRINCIPAL
6/#10 CASE

0023	39346-145402	CS	21.0000	
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PIE FILLING, APPLE, 6/#10 CAN/CASE.

BRAND/CODE: PRINCIPAL
6/#10 CASE

0024	39354-371005	CS	22.0000	
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CHERRY PIE FILLING, CANNED. FULLY PREPARED, READY TO USE. NO. 10 CAN -
6 CANS/CASE

BRAND/CODE: PRINCIPAL
6/#10 CASE

0025	39346-145403	CS	33.0000	
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PIE FILLING, LEMON, 6/#10 CAN/CASE.

BRAND/CODE: PRINCIPAL
6/#10 CASE

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0026	39399-0370XX	CS	6.4200	
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PEPPER, BLACK, GROUND, 12/1 LB., STERILIZED AND PACKED IN TIN OR FIBER BOARD BOX WITH METAL TOP AND BOTTOM, NO PAPER BAGS.

ACCEPTABLE BRANDS: FRENCH, POCAHONTAS, FRANKS, MCCORMICK, GEL SAUER, DURKEE, PLEEZING, MILLFLOW, SCHOENFIELD.

BRAND: _____ CASE/PACK: _____

BRAND/CODE: GEL #00150
12/1LB

0027	39380-0371XX	CS	7.8500	
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PEPPER, WHITE, GROUND, 12,1 LB, STERILIZED AND PACKED IN TIN OR FIBER BOARD BOX WITH METAL TOP AND BOTTOM, NO PAPER BAGS.

ACCEPTABLE BRANDS, FRENCH, POCAHONTAS, FRANKS, MCCORMICK, GEL SAUER, DURKEE, PLEEZING, MILLFLOW, SCHOENFIELD.

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: GEL #86033
12/1 LB

0028	39380-0372XX	CS	21.6500	
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PEPPER, BLACK, GROUND, TYPE II, 5 LB PER CASE

BRAND, CODE _____ CASE, PACK _____

BRAND/CODE: GEL #71021
5LB

0029	39380-601806	CS	103.9500	
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PEPPER, BLACK, GROUND, TYPE II, 25 LB PER CASE

BRAND/CODE: GEL #640128
25LB

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0030	39373-000002	BG	9.5000	
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SALT BULK 80 LB BG

BRAND/CODE: GEL #850045
50LB

0031	39380-730180	CS	1.6300	
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SEASONING, TACO. DRY SEASONING MIX. 5 LB. CASE.
BRAND/CODE: GEL #73224
5LB

0032	39380-0110AX	CS	17.4400	
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SPICE, CINNAMON, GROUND

BRAND/CODE: GEL #640030
6/1 LB

0033	39380-0090XX	CS	12.0000	
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SPICE, CHILI POWDER

BRAND/CODE: GEL #80154
6/1 LB

0034	39380-015901	CS	16.3500	
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CUMIN, GROUND

BRAND/CODE: GEL #6400346
6/1 LB

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0035	39380-000416	CS	26.6000	
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SPICE, SAGE, GROUND

BRAND/CODE: GEL #6416815

6/1 LB

0036	39380-020001	BX	25.4000	
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GARLIC, GRANULATED

BRAND/CODE: GEL #81134

6/1 LB

0037	39399-CHC002	CS	23.1000	
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GARLIC POWDER 6/1 LB

BRAND/CODE: GEL #86037

6/1 LB

0038	39380-ORICA0	CS	19.7000	
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ONION, GRANULATED

BRAND/CODE: GEL #80161

6/1 LB

0039	39380-741205	EA	5.1000	
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SALT, SEASONED 5 LB/CAN

BRAND/CODE: GEL #80673

5LB

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0040	39380-OLDBAY	CS	34.8000	
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SEASONING, OLD BAY, 3/7.5 LB

BRAND/CODE: OLD BAY #982007
7.5LB

0041	39380-26316X	CS	9.4000	
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SEASONING CAJUN 16 OZ

BRAND/CODE: GEL #80097
6/1 LB

0042	39380-07RICA	EA	28.1400	
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OREGANO LEAVES

BRAND/CODE: GEL #80693
6/24OZ

0043	39380-130015	CS	9.0000	
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BASIL LEAVES, GROUND

BRAND/CODE: GEL #80691
6/24OZ

0044	39380-001010	CS	13.3000	
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BARBEQUE SPICE 16OZ

BRAND/CODE: GEL #80008
6/1 LB

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0045	39380-610624	EA	12.1000	
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PEPPER, CAYENNE, GROUND 1 LB/CONTAINER
BRAND/CODE: GEL #80178
6/1 LB

0046	39399-0405XA	CS	38.1500	
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PEPPER, RED, CRUSHED, 12 X 12 OZ., STERILIZED AND PACKED IN TIN OR
FIBERBOARD BOX WITH METAL TOP AND BOTTOM, NO PAPER BAGS.
ACCEPTABLE BRANDS: FRENCH, POCAHONTAS, FRANKS, MCCORMICK, GEL SAUER,
DURKEE, PLEEZING, MILLFLOW, SCHOENFIELD.
BRAND: _____ CASE/PACK: _____
BRAND/CODE: GEL #80067
6/1 LB

0047	39353-036500	BX	6.5000	
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PARSLEY FLAKES

BRAND/CODE: GEL #88171
6/1 LB

0048	39399-0686XB	CS	4.6500	
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SALT, IODIZED, FINE TABLE, INDIV. SERVING PACK 1000 PKS/CARTON,
PAPER PACKS, 2000 OR 3000/CASE.

BRAND/CODE: _____ CASE/PACK _____
BRAND/CODE: GEL PC10
3000 PKS PER CASE

0049	39399-0687XB	CS	8.0000	
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PEPPER, BLACK, GROUND, TYPE II INDIVIDUAL PACKETS, 0.5 GM. PER PACK -
3000 PKTS/CASE
BRAND/CODE: GEL PC10
3000 PER CASE

0050	39380-MSDASH	CS	32.7000
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MRS. DASH 500/CS

BRAND/CODE: MRS DASH #514876
500 PKS

0051	39373-081304	CS	1.8400
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SALT, IODIZED 26 OZ. CONTAINER - 24 CTRS/CASE
BRAND/CODE: GEL #850042
26OZ

0052	39399-0201XX	CS	9.5000
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ITALIAN SEASONING, 12/1 LB./CASE
BRAND/CODE: GEL #80159
6/7OZ

0053	39380-730181	CS	13.3000
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SEASONING, FAJITA, 6/30 OZ./CTN.

BRAND/CODE: GEL #80093
12/26OZ

0054	39380-540601	CS	17.7000
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ONION POWDER, 20 OZ./CANS

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BRAND/CODE: GEL #80162
6/20OZ

0055	77590-000001	CS	11.1000
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SALT COARSE KOSHER

BRAND/CODE: GEL #63015
12/1 LB

0056	39399-0360XX	CS	26.1000
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PAPRIKA, GROUND, HUNGARIAN, 12/1 LB., STERILIZED AND PACKED IN TIN OR
FIBERBOARD BOX WITH METAL TOP AND BOTTOM, NO PAPER BAGS.

ACCEPTABLE BRANDS: FRENCH, POCAHONTAS, FRANKS, MCCORMICK, GEL SAUER,
DURKEE, PLEEZING, MILLFLOW, SCHOENFIELD.

BRAND: _____ CASE/PACK: _____

BRAND/CODE: GEL #80051
12/1 LB

0057	39380-190502	CS	15.0000
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CELERY SALT 30 OZ/CONTAINER - 24 CTRS/CASE

BRAND/CODE: GEL #80016
6/30OZ

0058	39380-008000	JR	21.6000
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CELERY SEED

BRAND/CODE: GEL #80017
12/1 LB

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0059	39399-100005	CS	14.8000	
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CINNAMON, GROUND 5 LB CONTAINER

BRAND/CODE: GEL #80617
5LB

0060	39380-232007	CS	10.4500	
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CHILI POWDER 5 LB/CAN
BRAND/CODE: GEL #73314
5LB

0061	39380-0200AX	CS	19.2000	
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GARLIC POWDER 4/5 LB. STERILIZED AND PACKED IN SUITABLE MOISTURE PROOF CONTAINERS.

ACCEPTABLE BRANDS: FRENCH POCAHONTAS, FRANKS, MCCORMICK, GEL, SOUR, DURBEE, PLEEZING, MILLFLOW, SCHOENFIELD.
BRAND/CODE: GEL #73466
5LB

0062	39399-0595XX	CS	11.7000	
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SEASONING, POULTRY, 12/12 OZ., STERILIZED AND PACKED IN TIN OR FIBERBOARD BOX WITH METAL TOP AND BOTTOM, NO PAPER BAGS.
ACCEPTABLE BRANDS: FRENCH, POCAHONTAS, FRANKS, MCCORMICK, GEL SAUER, DURKEE, PLEEZING, MILLFLOW, SCHOENFIELD.
BRAND: _____ CASE/PACK: _____
BRAND/CODE: GEL #74690
6/12OZ

END OF ITEM LIST

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TERMS (cont'd):

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR

- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE

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TERMS (cont'd):

THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROGRAM MANAGER, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS,

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TERMS (cont'd):

EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE